

RECORDATION NO. 17809 ^C FILED

NOV 03 '09 -9 00 AM

SURFACE TRANSPORTATION BOARD

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ATTORNEYS AT LAW
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SUITE 301

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November 3, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Supplement No. 14 to Capital Lease Agreement, dated as of October 29, 2009 a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Capital Lease which was previously filed with the Board under Recordation Number 17809.

The names and addresses of the parties to the enclosed document are:

Lessor: Railcar Associates, L.P.
33 West Monroe Street
Chicago IL 60603

Lessee: GE Capital Railcar Associates, Inc.
161 North Clark Street
Chicago, IL 60601

Anne K. Quinlan, Esquire
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A description of the railroad equipment covered by the enclosed document is:

119 railcars REMOVED bearing DME, RVPR, ANAX, NAHX, KWT, TLCX, KO, ITLX PTLX, EEC, HS, RVPR, IATR, ANAX, PLCX, TLDX, PLWX, USLX and MET reporting marks as more particularly set forth in the attachment to the document; AND 5 railcars ADDED: NATX 160104 - NATX 160109 (excluding NATX 160107).

A short summary of the schedule to appear in the index follows:

Supplement No. 14 to Capital Lease Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 14

to

**Capital Lease Agreement
dated as of June 1, 1992
(the "Lease")**

**dated as of
October 29, 2009**

between

**RAILCAR ASSOCIATES, L.P.
("Lessor")**

and

**GE CAPITAL RAILCAR ASSOCIATES, INC.
("Lessee")**

Filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11303 on _____,
20__ at _____ [A.M./P.M.], recordation number _____

**SUPPLEMENT NO. 14
to Capital Lease Agreement**

This SUPPLEMENT TO CAPITAL LEASE AGREEMENT dated as of this 29th day of October, 2009 (this "Supplement") is entered into by and between Railcar Associates, L.P., a Delaware limited partnership ("Lessor"), and GE Capital Railcar Associates, Inc., a Delaware corporation ("Lessee").

Recitals

WHEREAS, Lessor and Lessee are party to that certain Capital Lease Agreement dated as of June 1, 1992 (as amended, supplemented and otherwise modified, the "Lease");

WHEREAS, Lessee is causing or has caused its affiliate, General Electric Railcar Services Corporation, a Delaware corporation ("GERSCO"), to transfer to Lessor certain railcars in substitution for certain Railcars (as such term is defined in the Lease) previously subject to the Lease pursuant to the agreements listed on Exhibit A hereto (the "Exchange Agreements"), as provided in Section 11.2 of the Lease;

WHEREAS, Section 11.2 of the Lease provides that the railcars transferred pursuant to the Exchange Agreements to the Lessor "shall be included as part of the Railcars by supplement hereto";

WHEREAS, Lessor and Lessee have agreed that the Railcars transferred pursuant to the Exchange Agreements to the Lessee shall be removed from the Lease;

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. REMOVED RAILCARS.

Each railcar identified on Schedule 1 has been transferred by Lessor to GERSCO pursuant to one of the Exchange Agreements and is therefore no longer a Railcar (as defined in the Lease) and, effective as of the date of the Exchange Agreement applicable to such railcar, no longer subject to the terms and conditions of the Lease. Appendix A of the Lease is hereby amended by the removal of the railcars identified on Schedule 1.

2. ADDED RAILCARS.

Each railcar identified on Schedule 2 is hereby added as Railcars (as defined in the Lease) under the Lease, and, effective as of the date of the Exchange Agreement applicable to such railcar, each such railcar shall be subject to all the terms and conditions of the Lease in all respects as though such railcar had been part of the Railcars specifically described in the Lease. Appendix A of the Lease is hereby amended by the addition of the railcars identified on Schedule 2.

3. LEASE, AS AMENDED AND SUPPLEMENTED.

Upon effectiveness of this Supplement, each reference in the Lease and in any other document describing or referencing the Lease, whether as "this Lease", "hereunder", "herein", "hereof" or words of like import, shall henceforth mean and be a reference to the Lease, as further supplemented and amended by this Supplement.

4. CONTINUATION OF LEASE.

Except as specifically supplemented or amended hereby, the Lease is and shall continue to be in full force and effect in all respects, and this Supplement shall not constitute a waiver of any provision of the Lease.

5. FURTHER ASSURANCES.

Lessor and Lessee agree to execute and deliver such other documents and instruments and do all such further acts and things as may be reasonably requested or required by the other party hereto to effectuate the transactions set forth herein and in the Exchange Agreements and to carry out the intent of the parties hereunder and thereunder, including without limitation release of any lien to which any railcar described on Schedule 1 or Schedule 2 may be subject.

6. SEVERABILITY.

Any term, condition or provision of this Supplement which is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, solely as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

7. COUNTERPARTS.

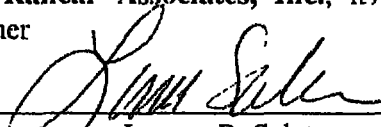
This Supplement may be executed in any number of counterparts, but all of such counterparts shall constitute one and the same agreement. Delivery of an executed signature page to this Supplement shall be effective as delivery of a manually executed counterpart thereof.

[signature page follows]

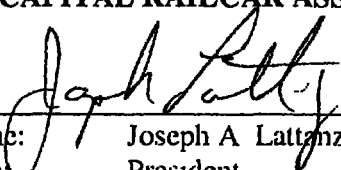
IN WITNESS WHEREOF, Lessor and Lessee have executed this Supplement as of the day and year first set forth above.

LESSOR:
RAILCAR ASSOCIATES, L.P.

By. GE Railcar Associates, Inc., its General Partner

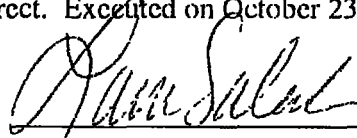
By: 
Name: Lauren B. Salata
Title Treasurer

LESSEE:
GE CAPITAL RAILCAR ASSOCIATES, INC.

By: 
Name: Joseph A. Lattanzio
Title President

ACKNOWLEDGEMENTS

I, Lauren B. Salata, certify that I am Treasurer of GE Railcar Associates, Inc., the General Partner of Railcar Associates, L.P., that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on October 23, 2009.



I, Joseph A. Lattanzio, certify that I am President of GE Capital Railcar Associates, Inc., that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on October 23, 2009.

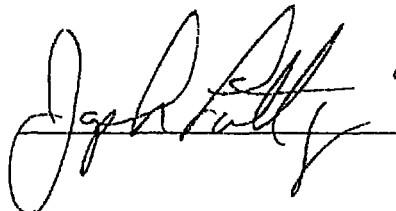


EXHIBIT A

Exchange Agreements

Exchange Agreement Item 147 entered into as of the 29th day of October, 2009 by and among Railcar Associates, L.P., General Electric Railcar Services Corporation and GE Capital Railcar Associates, Inc.

SCHEDULE 1

Removed Railcars

<u>No.</u>	<u>Car Mark</u>	<u>Car Number</u>
1	DME	23488
2	RVPR	2577
3	ANAX	6014
4	NAHX	330528
5	NAHX	330534
6	NAHX	330556
7	NAHX	330557
8	NAHX	330562
9	NAHX	330580
10	NAHX	330586
11	NAHX	330595
12	NAHX	330612
13	NAHX	330618
14	NAHX	330627
15	NAHX	330630
16	NAHX	330638
17	NAHX	330646
18	NAHX	330650
19	KWT	5057
20	KWT	5074
21	KWT	5123
22	TLCX	31845
23	KO	769411
24	KO	769492
25	KO	769493
26	TLCX	35022
27	ITLX	41849
28	PTLX	31874
29	PTLX	35199
30	TLCX	30125
31	TLCX	30140
32	TLCX	30391
33	TLCX	30475
34	TLCX	30533
35	TLCX	30604
36	TLCX	30718
37	TLCX	30845
38	TLCX	30890
39	TLCX	30895
40	TLCX	30897
41	TLCX	30911
42	TLCX	31768
43	EEC	60807
44	HS	902753
45	HS	902758
46	HS	902770
47	HS	902288
48	HS	903231
49	HS	903236
50	HS	903263

<u>No.</u>	<u>Car Mark</u>	<u>Car Number</u>
51	HS	903368
52	HS	903374
53	HS	903388
54	RVPR	1645
55	RVPR	2557
56	TLCX	31130
57	PTLX	35188
58	HS	21984
59	TLCX	30336
60	TLCX	30434
61	TLCX	30635
62	TLCX	30777
63	TLCX	30996
64	TLCX	31193
65	TLCX	35024
66	TLCX	35080
67	TLCX	35143
68	RVPR	2492
69	RVPR	2528
70	RVPR	2572
71	RVPR	2493
72	EEC	50235
73	EEC	50326
74	EEC	50221
75	EEC	50269
76	EEC	50431
77	IATR	13286
78	PTLX	42329
79	ANAX	6102
80	ANAX	6105
81	ANAX	6093
82	ANAX	6099
83	ANAX	6091
84	ANAX	6097
85	ANAX	6101
86	ANAX	6107
87	ANAX	6118
88	ANAX	6092
89	ANAX	6108
90	ANAX	6109
91	PLCX	220770
92	PLCX	220749
93	PTLX	223582
94	PLCX	221535
95	TLDX	223185
96	ITLX	42097
97	TLDX	216087
98	PTLX	223685
99	PLWX	63164
100	TLDX	220008

<u>No.</u>	<u>Car Mark</u>	<u>Car Number</u>
101	PTLX	220098
102	PLCX	220764
103	PTLX	223696
104	PTLX	223503
105	ANAX	6053
106	ANAX	6090
107	ANAX	6077
108	ANAX	6052
109	ANAX	6080
110	ANAX	6056
111	ANAX	6089
112	ANAX	6050
113	ANAX	6000
114	ANAX	6072
115	USLX	19041
116	USLX	19001
117	MET	13821
118	TLCX	38583
119	PTLX	35233

SCHEDULE 2

Added Railcars

<u>No.</u>	<u>Car Mark</u>	<u>Car Number</u>
1	NATX	160104
2	NATX	160105
3	NATX	160106
4	NATX	160108
5	NATX	160109

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated

11/3/09



Robert W Alvord